

### **383.625 Noncompliance by landlord.**

- (1) Except as provided in KRS 383.505 to 383.715, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with KRS 383.595 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied in fourteen (14) days, and the rental agreement shall terminate as provided in the notice subject to the following:
  - (a) If the breach is remediable by repairs, the payment of damages or otherwise and the landlord adequately remedies the breach before the date specified in the notice, the rental agreement shall not terminate by reason of the breach.
  - (b) If substantially the same act or omission which constituted a prior noncompliance covered by subsection (1) of which notice was given recurs within six (6) months, the tenant may terminate the rental agreement upon at least fourteen (14) days' written notice specifying the breach and the date of termination of the rental agreement.
  - (c) The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent.
- (2) Except as provided in KRS 383.505 to 383.715, the tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement of KRS 383.595.
- (3) The remedy provided in subsection (2) is in addition to any right of the tenant arising under subsection (1) of this section.
- (4) If the rental agreement is terminated, the landlord shall return all prepaid rent.

**Effective:** July 13, 1984

**History:** Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 25, effective July 13, 1984. -- Created 1974 Ky. Acts ch. 378, sec. 26.